

SECTION 01106

**ADVERTISEMENT FOR BIDS**

SEALED BIDS WILL be received by the City of of Asheville in the:

Gilewicz Conference Room  
Asheville City Hall Building – Mezzanine Level  
Post Office Box 7148  
Asheville, North Carolina 28802

The Project known as: **Riceville Forest Tank & Water System  
Improvements**

Consisting of the construction and installation of: approximately 370 linear feet of 6-inch ductile iron pipe with related appurtenances, demolition & disposal of existing 19,000 gallon steel ground storage reservoir, construction of a new 97,000 gallon glass fused to steel reservoir, installation and operation of a 21,000 gallon temporary water storage tank with temporary booster pumping system for 3 existing residences and other work and materials required in order to complete the Work. The contract will be performed over the course of a 90 day period, commencing on the date of the Notice to Proceed, with 75 days to substantial completion.

A Pre-Bid Conference will be held on-site at 1:30 pm on Wednesday, October 6<sup>th</sup>. The purpose of the conference is for bidders to familiarize themselves with the project and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of drawings and specifications can be made. Conflicts in the Contract Documents, if any, will be resolved by written Addendum. It is the bidder's responsibility to visit the site to determine the scope of work necessary and to include all incidental work in the unit prices offered in this contract.

Sealed bids will be received in **Water Administration**, located on the Mezzanine Floor of City Hall until 2:00 pm on Wednesday, October 13<sup>th</sup>, at which time all Bids will be opened and read aloud in the GILEWICZ CONFERENCE ROOM ON THE MEZZANINE FLOOR OF THE CITY HALL BUILDING, 70 COURT PLAZA, ASHEVILLE, NORTH CAROLINA. Please also note that one original and one copy of all the bid submittal documents are required.

Complete plans, specifications, and Contract Documents may be obtained on a disk in PDF format at the Water Engineering Division located at the City of Asheville Development Services Center, 161 South Charlotte Street, Asheville, North Carolina 28801, at no cost for each set of digital documents so obtained. Neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents, including any Addenda, obtained from any other source. Contract documents are open for examination during regular business hours @ the Water Engineering Division located in the

Development Services Center @ 161 South Charlotte Street, at the Associated General Contractor's Office in Asheville..

Each Bid shall be accompanied by a bid bond, cash, cashiers check or a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation of an amount equal to not less than five (5) percent of the Bid. In lieu thereof a Bidder may offer a Bid Bond of five (5) percent of the total Bid executed by a Corporate Surety licensed under the laws of North Carolina to execute such Bonds.

A Performance Bond and a Payment Bond will be required of the successful Bidder for one hundred percent (100%) of the Contract Price.

The requirements of the City of Asheville Minority Business Plan (MB) are hereby made a part of these contract documents. These requirements shall apply to all contractors regardless of ownership.

The compliance requirements are as follows:

#### **MINIMUM COMPLIANCE REQUIREMENTS**

The Bidder shall either establish and certify that the Bidder will do all Work under this contract with its own forces (no subcontracting), or the Bidder shall make a good faith effort to recruit and select minority owned businesses among the bidder's subcontractors. The Bidder's attention is directed to Section 01229 of the these Contract Documents for complete instructions and forms which must be completed with the Bid.

Failure to provide the documentation as required in Section 01229 may result in rejection of the bid as not responsive and award to the next lowest responsible or responsive bidder. The City of Asheville reserves the right to waive any informalities if they can be resolved prior to award of the contract, and the City of Asheville finds it to be in its best interest to do so and award the contract. If the successful contractor fails to make or maintain good faith efforts to meet or maintain goals for minority business participation, there will be a penalty of 5% of the contract price imposed.

#### **DRUG FREE WORKPLACE POLICY:**

The City of Asheville is a drug-free workplace employer, and has also adopted a policy requiring construction and service contractors to provide a drug-free workplace in the performance of any contract.

In order to be eligible to submit a bid or proposal for the City of Asheville construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the

workplace and specifying the actions that will be taken for violations of such prohibition;

- b) Establishing a drug-free awareness program to inform employees about (I) the dangers of drug abuse in the workplace, (ii) the contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violation;
- c) Notifying each employee that as a condition of employment, the employee will (I) abide by the terms of the prohibition outlined in a) above, and (ii) notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d) Notifying the City of Asheville within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of drug crime; and
- f) Making a good faith effort to continue to maintain a drug-free workplace for employees.

If the prospective contractor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a bid of proposal, a prospective contractor certifies that it will comply with the City of Asheville's drug-free workplace requirements. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be ground for suspension, termination, or debarment.

### **SUBCONTRACTOR PAYMENT REQUIREMENTS**

North Carolina General Statute 143-134-1 states that the percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the City of Asheville to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each MB subcontractor **MB FORM 4 DOCUMENTATION OF CONTRACT PAYMENTS** with each request for payment and before final payment is processed.

### **PROGRAM COMPLIANCE REQUIREMENTS**

All written statements, certifications or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City of Asheville for performance of this contract. Failure to comply with any of these statements, certifications or intentions, or with the MB plans shall constitute a breach of the contract. A finding by the City of Asheville that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Asheville to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, the City of Asheville will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. The City of Asheville may take into account those factors listed in the Minority Business Plan.

Complete information and forms may be found in the Minority Business Section of the Contract Documents and a copy of the City of Asheville's Minority Business Plan is available in the Minority Business Program office located on the 5<sup>th</sup> Floor of City Hall (POB 7148, Asheville, North Carolina 28802). Contact James Lee, MB Program Coordinator 828- 232-4566 or [jlee@ashevillenc.gov](mailto:jlee@ashevillenc.gov).

Payments to the successful Bidder will be made on the basis of ninety percent (90%) of monthly estimates and final payment will be made upon completion and acceptance of the work.

Each Bidder must be a properly licensed Contractor under the Laws of the State of North Carolina.

The City of Asheville reserves the right to reject any or all Bids or to waive any informalities in the bidding and to award a Contract in the best interest of the City of Asheville.

A copy of this Advertisement for Bids and any associated addenda may also be found on the Water Resources Department's website at [www.ashevillenc.gov/water](http://www.ashevillenc.gov/water).

Bids may be held by the City of Asheville for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders prior to the awarding of the Contract and such Bids may not be withdrawn during said period of time, except as allowed by NC General Statutes Section 143-129.1.

THE CITY OF ASHEVILLE

Steve Shoaf, Director  
Department of Water Resources

**\*\*END OF SECTION\*\***